App. F. IX-4

Previous References
Judy 107-30-1-2.

1931-32
(Judy)

File No. 75-31
Serial Nos. 1-5.

Later References
329-32

General and Revenue Secretariat.

Serial Nos. 5.

Part B for March 32

SUBJECT.

Lease of lands at Thandya, endowed to Sri Srikanteswaraswamy temple at Nanjangud.

Letter No. 525/Judy 75-31-2 dt. 22nd Oct 1931 to Dr. C re. the cancellation of the lease and the auction of it rights again

General and Revenue Secretariat

Serial No. 75

Serial No.

Letter No C 248 of 31-32 dated the 12th/13th Sept 1931 from the Inam Commissioner requesting issue of orders cancelling the lease of Jandya Jaukkal belonging to the Sri Sri Kanteerava Narasimha Swami temple at Nanjangud to Mr Venkata Pathi Jois for a period of thirty years on an annual Jutta of Rs 500/-, and permitting the Inam Commissioner, Mysore Dt, to sell the right to cultivate the lands for a limited number of years provided that such a course of action will not prejudice the institution of legal proceedings against Mr Venkatapathi Jois.

Submitted for orders with references.

Section may, if approved, be communicated as to what legal action could be taken against Mr Venkatapathi Jois as suggested

5504/1931

NOTE—Contn. Sheet

WD 0255—50,000—GPB—6-7-30

C.S. Mall 24/9/31

H. Secy) 25.9.

(75)

Vanam File No. 75 of 1931 | General and Revenue Secretariat

To Law opn the terms of opinion re A 113 in the B.U.D.

28/9

79

Law

Mr Venkatapathi Jois in his statement of 2nd June 1930 before the Sub Dr Officer has offered to take the lease of the tank bed on an annual rent of Rs 500/- if the lease is for 30 years or on a rent of Rs 500 for the first 30 years & thereafter Rs 600/- for the next ten years, if the lease is for a total period of 40 years.

D

The sanction accorded in G.O of 8th October 1930 cannot be an unconditional acceptance of this offer, because two conditions have been imposed, viz, the payment of one year's rent of Rs 500/- in advance and the giving of a surety or collateral security in proper form.

In his petition of 19-11-1930, Mr Jois has ~~refused to~~ accepted these conditions but expresses his willingness to execute a duly registered agreement in case he is allowed to pay Rs 250/- now & the balance of Rs 250/- after the land is brought under cultivation. He also wanted Police & other assistance to enable him to have peaceful possession of the lands since

General and Revenue Secretariat

Serial No

the anticipated trouble from the village people who were using the land as a Gowra ke.

The orders issued by the Amildar to the party on 25-11-30, & 18-12-30 and on 7-3-31 insisted on performance of the conditions as sanctioned in the G.O of 8th Oct^r. It is only in the S.D.O's letter to Mr Jois dated 4th July 1931 that mention is made of the fact of that officer agreeing to Mr. Jois depositing Rs 500/- in two instalments as prayed for by him in his letter of the 19th Nov^r, and of Mr. Jois agreeing to act accordingly.

On 13/6/31

It is therefore found that if at all there has been a Contract in this case to take the lease of the lands in question, that Contract must be found in the oral Conversations that took place between the party & the S.D.O on 13/6/31 and between the party & the D.C on 21-6-31. Any suit either for damages or for specific performance that can be brought against Mr. Jois must be based on such oral Contract.

There is no legal impediment to base our cause of action on an oral agreement like this but I fear it will be rather require strict proof in a Court of law. The Hon Com^r says in the P.V.D that he has asked the D.C to make a further report in the matter

NOTE—Contn Sheet

WD 02553 -50,000—GPB—8 7 30

in Consultation with the Pr, suppose - I think that before deciding about the further action to be taken, this report may be awaited -

79.

As regards the cancellation of the lease in favour of Mr. Jois & terminating the D.C to sell the right of cultivation, ~~Now~~ I think, such a course of action will disable us ~~from~~ asking for specific performance against Mr. Jois, but will not prejudice our rights as to recovery of damages for breach of Contract, ~~if such a right~~ in case the Contract is established -

Asst Secy)

6/10/31

2nd member)

7.10.31

4 The Pr. C may be intd ~~accepts~~ that the lease may be cancelled ~~to~~ if the right auctioned again on the other points the rule may be intimated in the terms of legal opinion

9/10

13.10.3

3510

7/10

OFFICE OF THE SECOND MEMBER OF COUNCIL
7 OCT. 31
No. 1676.

(75)

2908

App. I. III—2

General and Revenue Secretariat — File No. 75 of 1931

Serial No

3707/1614

5. D.O. Secy (Fort Secy) 15.10.31

OCT 1931 SECRETT

Issue 22.10.31

2 to Mun Comm. No. 585-B 22-10-31 directing auction of lease and enclosing legal opinion as to proceeding against Mr. V. Joris, calls for report of action taken

Sus A. 28.10.31.

3. Letter No. 248/31-32 d. 28.12.31 from the Mun Comm stating that a demand notice has issued to Mr Vendeba to the fore from the D.C., that the P. Pr does not think specific performance of the contract can be enforced against Mr. Joris though first condition might be enforced and not a further report will be submitted when the P. Pr indicates a definite unequivocal action.

Submitted for perusal. A further report will be awaited.

(Fort Secy) 30/12/31

AHL 31/12

Mr Protection is also on his

Asst Under Secy, Law Dept, Prosecutor, Mun Courts

2.1.32

It would be interesting to see whether any reply so what reply Mr Joris

NOTE—Contn Sheet

WD 02559—GPB—50 000—8-30

689

and Revenue Secretariat

File No of 193

Is going to give to the notice issued -
Soon & returned with thanks

Asst Sec'y
Mines with copy

DOF 6/1/32

6.1.32

Letter no 248/31-32 8 18/1/32
from the Mines Commissioner
stating that the Public Prosecutor
Mysore Division considers that the
Negotiations between Government
and Mr Venkatapathi Iyer
fell short of an agreement
as the offer and acceptance
made on 17/11/31 were only
qualified in that it does not
seem possible to hold the Iyer
liable for breach of contract
in respect of the lands &
Thandya belonging to the Nanjangud
temple -

This may be placed before
the Law Secy for opinion as
to the further steps to be taken.

As must
Rec'd
Fin Secy)

This may be done
J
7/3/32

h
8/3

J
9/3

Law Secy

no further action is called for -

9/3/32

Serial No.

236
Law

A

The papers do not show what reply if any Mr Jones has given to the notice served by the Pltr, myself as reported in the H.C's letter of 28th Dec 1931.

Any way in view of the opinion already given on 6-10-31 which stands now confirmed by the Pltr and since it is now reported that even an oral contract cannot be established, no further legal action is possible against Mr Jones -

(Asst Sec)

10/3

OFF FIRST

5490

Submitted for perusal. The Asst Sec will be requested to report the result of action taken in accordance with para 2 of the P.C.D.

In view of the opinion expressed below no further action necessary.

(Asst Secy)

11/3/32

3809
12/3

(1st member)

15/3

15/3

(Ag

16/3/32

For consideration the enclosures may be returned to M.C - Opn sent -

1000
18/3

G.S. 17/3

For perusal before issue. The Encls will be returned.

17/3/32

(Asst Secy)

18/3

15/3

NOTE—Contin. Sheet

18 MAR 1932

WD 70—GBPM—60,000—13-8-31

File No. of 193

General and Revenue Secretariat

Letter No. 1301/Rev 75-31-5 to the H.C. returning the file of papers rec. with his letter No. 248 dt 18-3-37 — 5

M C 13]

Vdos 75 - 31 - 19

No 248 y 31-32
ne file

OFFICE OF THE MUZRAI COMMISSIONER
IN MYSORE,

(75)

Bangalore,.. 1 1931
19

FROM

S. SRINIVASA [illegible], B.A., B.L.,
SVPY RAJAGOPALACHARI, ESQ., B.A., B.L.,
Muzrai Commissioner in Mysore.

To

[illegible]
Secretary to Government of His Highness
the Maharaja of Mysore,
Department.

RECEIVED
296.
12 SEP 1931
MUZRAI.

SIR,

P

With reference to Government [illegible] dated 31st October 1930 [illegible] the temple of Sri [illegible] forward herewith a copy of letter [illegible] Deputy Commissioner, Mysore District, [illegible] in the lease sanctioned in favour [illegible] led and requesting instructions as to [illegible] find out if there are other persons who [illegible] on the same conditions.

As a result of the negotiations [illegible] temple has lost an income of Rs.600/- for [illegible] early when there seems to have been [illegible] The Deputy Commissioner will be requested to report ? consideration with the Public Prosecutor, Mysore Division, [illegible] undertaking ~~undertaking~~ by Mr. Venkatapathi [illegible] before the Sub Division Officer [illegible] officer) or is not liable to make good the loss [illegible] and whether a suit cannot be filed [illegible]

In the meanwhile, I request [illegible] in favour of Mr. Venkatapathi [illegible] to sell the right to cultivate [illegible] may be passed, provided that [illegible] the institution of legal proceedings [illegible]

10

[illegible] for reference and [illegible]

I have the honor to be,

Sir,

Your most obedient servant,

[signature]

Mexican Commissioner.

Letter No.95/31 dated 21-3-31 from the Deputy Commissioner, Mysore District, to the Muzrai Commissioner in Mysore.

Lease of lands at Thandya - endowed to Nanjangud Temple - cancellation of

---

With reference to G.O. No.R.S-300/Muz.107-30 dated 6th October 1930 approving of the proposal to lease out the lands at Thandya endowed to Nanjangud Temple for a term of 30 years to Mr. Venkatapathi Jois on an annual gutta of Rs.500/- and subject to payment of one year's gutta amount in advance and execution of a duly stamped document &c., I have the honor to state that the Sub Division Officer, Nanjangud, had been instructed to give immediate effect to the Government Order.

From the records now received from him, it is seen that in spite of notices issued by the Amildar, and the Sub Division Officer, and of the time granted by me personally on 21st June 1931 Mr. Venkatapathi Jois has neither paid the amount of advance nor executed the stamped karar till now with the result that the institution has lost Rs.500/- from 1930-31. At the time there was an offer of Rs.550/- from another person but Mr. Venkatapathi Jois was shown the concession.

The Amildar reported on 3rd April 1931 that under the circumstances the lease sanctioned by Government might be got cancelled.

The Sub Division Officer reports that Mr. Venkatapathi Jois has not kept up to his word in spite of the time granted to him to pay the amount, and solicits instructions as to whether action may be taken to find out if there are other lessees who can take up the lands on lease on the same conditions.

I request that the lease sanctioned in his favour may be kindly got cancelled and that the right to cultivate ~~sanctioned~~ auctioned again.

The records are enclosed for reference.

"COPY"

Yeeraswagja Rau

For Muzrai Commissioner.

585 Enquiry

Mag 75-31-2

Director.

Rajasevaparayana T. Srinivasiengar, Esq., B.A., B.L.

The Huzrat Commissioner in Mysore,

Bangalore.

With reference to your letter No.2[illegible]/31-32 dated the 18th/21st September 1931 about the leasing of the right to cultivate the Thandya tank bed lands belonging to the Srikante Swamy temple at Nanjangud, I am directed to state that the lease sanctioned in Government Order No.798-800/Huz.107-30-1 dated the 8th October 1931 may be cancelled and the right auctioned again, as proposed. Such a course of action will no doubt disable Government from filing a suit for specific performance against Mr. Jois, but will not prejudice the rights of Government as to recovery of damages for breach of contract in case the contract is established.

2. As regards the filing of a suit against Mr. Venkatapathi Jois I am directed to observe as follows:-

Mr. Venkatapathi Jois in his statement of 2nd June 1931 before the Sub Division Officer has offered to take the lease of the tank bed on an annual rent of Rs.500/- if the lease is for 30 years or on a rent of Rs.500/- for the first 30 years and thereafter [illegible] for the next ten years, if the lease is for a total period of 40 years.

The sanction accorded in [illegible] of 8th October 1930 cannot be unconditional acceptance of this offer, because two conditions have been imposed, viz., the payment of one year's rent of Rs. [illegible] in advance and the giving of a surety or collateral security in proper form.

n his petition of 1st ovember 19 , r. Venkatapathi Jois as not ac epted t ese conditions but expressed his willingness to xe ute a proper instrument in case he is allowed to pay s.250/- now and the balance of s.250/- after the land is brought under cultivation. e also wanted police and other assistance to enable him to have peaceful possession of the lands since he anticipated trouble from the village people who were using the tank as pasture.

he notices issued by the Amildar to the party on 26t ovember 193 , th ecember 193 and 9th arch 1931 insisted on performance of the conditions as sanctioned in the .O. of 5th ctober. It is only i the ub ivision fficer's letter t r. Jois dated 4th July 1931 that mention is made of the fact of that officer agreeing on 15th June 1931 to r. Jois depositing s.500/- in two instalments as prayed for by him in his letter of the 19th ovember and of Mr. Jois agreeing to act accordingly.

It is therefore follows that if at all there has been a contract in this case to take the lease of the lands in question, that contract must be found in the oral conversations that took place between the party and the Sub ivision fficer on 15t June 1931 and between the party and the eputy Commissioner on 21st June 1931. ny suit either for damages or for specific performance that can be brought against Mr. Jois must be based on such oral contract.

here is no legal impediment to base the cause of action on an oral agreement like this but it will rather require strict proof in a court of law. s the Deputy Commissioner, Mysore has been requested to make a -- further report in the matter in consultation with the Public Prosecutor, ysore, this report may be awaited before deciding about the further action to be taken.

he records received with your letter are returned herewith for reference and retransmission with a report of action taken.

I have the honour to be,
Sir,
Your most obedient servant,

Sd. . Srinivasa Iyengar
inancial ecretary to Government.

Memo No S86-7
Mez -

Dated, Bangalore, 22nd October 1931.

Copy of the foregoing is forwarded, with compliments, to the (1) Superintendent, Revenue Survey (Revenue Commissioner) and (2) Comptroller to Government for information.

By Order,

Subrahmanyasastri

for Financial Secretary to Govt.

G-S

R.3G.4.

Appendix F G—1]

SUBJECT .....

.....

.....

Section Mysore

File No. 75-31

Serial No. 2

ry No. of letter replied to 296

No 585 One file

To The Mysore Commr Bangalore.

General and Revenue Secretariat

(Mysore)

the 193 .

Date of issue 22/10/31

Signed by Mr V. S. Sastri

List of enclosures .....

Copied by .....

Examined by .....

Sir,

With reference to your letter No 24 E/31-3 dated the 12th/19th Sept^r 1931 about the fee-leasing of the right to cultivate the Thandya tank bed lands belonging to the Sri Lakshmikanteswara Swamy temple at Nanjangud, I am directed to state that

the lease sanctioned in
G.O No 798-800/Mus
167-30-2 dated the
8th Oct 1930 may be
cancelled and the right
sanctioned again, as
proposed. Such a course
of action will no doubt
disable Govt from asking
for specific performance
against Mrs Jois, but will
not prejudice the rights
of Govt as to recovery
of damages for breach
of contract, in case the
contract is established.

2. As regards the filing of
a suit against Mrs Venkata
Lakshmi Jois I am directed
to observe as follows:—

[Here ends the Law Dept's
opinion as recorded at
para 3 of the note (the
last para thereof being
omitted.)] as modified in Govt

The

R. S. App. F. G. 3.

GENERAL AND REVENUE SECRETARIAT.

(Continuation sheet draft form.)

The records received with your letter are returned herewith for retention and transmission with a report of action taken ~~thereon, if any.~~

I have

VS
15.10.31.

Secy to Govt.

Memo No

Copy of the above is forwarded with compliments to the Supdt of Rev & Survey (~~Supdt of~~ Rev Comm)

586 & 22 10/31 (1)

587 & 22 10/31 (2) Comptroller & Auditor General for information

By order

VS
15.10.31

Secy to Govt

VS 30/10

C.G.
14/10/31

Mog 75-31-3.

689.

M C. 13]

No. 248/31-32
Encls-3

OFFICE OF THE MUZRAI COMMISSIONER
IN MYSORE

Dated, Bangalore,... 28 *September 1931*

FROM

S. HIRIANNAIYA, ESQ, M A, B.L.,
Muzrai Commissioner in Mysore

TO

[illegible]
Secretary to the Government of His Highness
the Maharaja of Mysore
[illegible] *Department.*

SIR,

Lease of lands at Tumbe by Mysore to Mr. Jois &c.

With reference to your letter No.FD5/Mu.75-31-2 dated 30th October 1931 on the above subject requesting me to [illegible] the Mysore Public Prosecutor's opinion regarding the [illegible] liability of Mr. Venkatapathi Jois for the breach of contract entered into by him, I have the honour to state that the Public Prosecutor ~~states opines~~ that no suit will ~~be~~ lie for specific performance of the contract against Mr. Jois as above referred to but that the contract of lease between the Government and Mr. Jois [illegible] considers that Government are not deprived of their right to claim damages by way of recovering damages. As he further opined that it would be desirable to issue a formal notice to the party in the first instance and await his reply, the Deputy Commissioner has served of the draft notice sent by him and caused the same to be issued to Mr. Jois. The Deputy Commissioner reports that the Public Prosecutor has promised to furnish draft of the legal opinion on receipt of a reply from Mr. Jois, and a further report will be submitted to Government in due course.

A copy of Mysore Deputy Commissioner's letter No.FD5/Mu-75

Letter No.H.95/31-32 dated 3-12-31 from the Deputy Commissioner, Mysore District, to the Muzrai Commissioner in Mysore.

Lease of lands at Thandya belonging to Manjangud Temple.

With reference to your letter No.248/31-32 dated 16-11-31 regarding the liability of Mr. Venkatapathi Jois for breach of contract to take a lease of temple lands at Thandya, I have the honor [illegible] No.397 dated 29/30-11-31 received from the Public Prosecutor, [illegible] together with a copy of the Demand Notice to be issued to Mr. Venkatapathi Jois. I have approved of the Demand Notice and sent it to the Public Prosecutor for further action. His opinion will be furnished in due course.

"SCIY"

For Muzrai Commissioner.

[illegible] Mineral Commissioner, Mysore State.

Sir,

With reference to your Memo No. [illegible] regarding the liability of the Mysore Government to pay damages to the lessee of Lingaja Gokula belonging to the Channiteswara Temple, Sanjauld, I have the honour to state that there has been no completed contract of lease between the above temple and the Mysore Government. The following rulings cited in I.L.R. 16 Calcutta 400 preclude the Mysore Government from applying for specific performance of the contract.

> "If, from the correspondence between the parties to an agreement it appears to have been their intention that the agreement should not be binding till it be put into a formal shape and till the payment of certain earnest money whereof specific performance could be refused on their part, then the agreement does not become a completed contract."

The Government are not in my opinion deprived of their right to claim by way of recovering damages. But before forming a definite opinion in the reference it is considered desirable to issue a demand notice to the party and await his reply. The draft notice enclosed herein may kindly be perused, approved, and returned to this office along with the records to take further action in the matter.

"SCIY"

For Mineral Commissioner.

ప్రిన్సిపాల్ గారు డివిజన్ పబ్లిక్ స్కూల్ కొత్తపల్లి

ఆఫీస్ నుండి

మంజునగర్ మండల పబ్లిక్ పరీక్షా కేంద్రం నుండి విద్యార్థులు పాల్గొనుటకు వీలుగా ఈ క్రింది విధంగా ఏర్పాట్లు చేయవలసిందిగా కోరడమైనది.

మంజునగర్ మండలంలోని ఫైనల్ ఇయర్ విద్యార్థులు వ్రాయవలసిన పబ్లిక్ పరీక్షలు మార్చి 21 నుండి ఏప్రిల్ 16 వరకు జరుగుతాయి. ఈ పరీక్షలను ఉదయం 10 గంటల నుండి మధ్యాహ్నం 1:30 వరకు నిర్వహించడం జరుగుతుంది. ఉదయం 9:30 గంటలకు విద్యార్థులు పరీక్షా కేంద్రానికి చేరుకోవాలి. ఉదయం 9:45 గంటలకు ప్రశ్నాపత్రాలు ఇవ్వడం జరుగుతుంది. ఉదయం 10 గంటల నుండి 10:15 వరకు ప్రశ్నాపత్రాలు చదువుకోవడానికి సమయం ఇవ్వబడుతుంది. 10:15 నుండి 1:30 వరకు పరీక్ష రాయవలసి ఉంటుంది. 1:30 గంటలకు పరీక్ష ముగిసిన వెంటనే విద్యార్థులు తమ ఆన్సర్ పేపర్లను ఇన్విజిలేటర్‌కు అప్పగించాలి. ఆన్సర్ పేపర్లు అప్పగించిన తర్వాత విద్యార్థులు పరీక్షా కేంద్రం నుండి బయటకు వెళ్ళడానికి అనుమతించబడతారు.

పరీక్షా కేంద్రానికి విద్యార్థులు తమ హాల్ టికెట్ తప్పనిసరిగా తీసుకురావాలి. హాల్ టికెట్ లేని విద్యార్థులను పరీక్షా కేంద్రంలోనికి అనుమతించరు. హాల్ టికెట్ పోగొట్టుకున్న విద్యార్థులు వెంటనే ప్రిన్సిపాల్ గారిని సంప్రదించి డూప్లికేట్ హాల్ టికెట్ పొందవలసి ఉంటుంది. డూప్లికేట్ హాల్ టికెట్ కోసం విద్యార్థులు రూ. 500/- రుసుము చెల్లించవలసి ఉంటుంది. ఈ రుసుమును ఆఫీస్ సూపరింటెండెంట్ గారి వద్ద చెల్లించి రసీదు పొందవలసి ఉంటుంది.

పరీక్షా కేంద్రానికి విద్యార్థులు తమ సెల్ ఫోన్లు, స్మార్ట్ వాచ్‌లు, బ్లూటూత్ పరికరాలు, కాలిక్యులేటర్లు, పుస్తకాలు, నోట్స్ మొదలైనవి తీసుకురాకూడదు. ఒకవేళ ఎవరైనా విద్యార్థి వీటిని తీసుకువచ్చినట్లయితే, వాటిని ఇన్విజిలేటర్ స్వాధీనం చేసుకుంటారు. ఈ విషయంలో విద్యార్థులు ఇన్విజిలేటర్‌కు సహకరించవలసి ఉంటుంది.

పరీక్షా కేంద్రంలో విద్యార్థులు ఎటువంటి అల్లరి చేయకూడదు. ఇన్విజిలేటర్ ఇచ్చే సూచనలను తప్పనిసరిగా పాటించవలసి ఉంటుంది. పరీక్షా కేంద్రంలో విద్యార్థులు ఎటువంటి అనుచిత ప్రవర్తనకు పాల్పడకూడదు. ఒకవేళ ఎవరైనా విద్యార్థి అనుచిత ప్రవర్తనకు పాల్పడినట్లయితే, వారిని పరీక్షా కేంద్రం నుండి బహిష్కరించడం జరుగుతుంది. ఈ విషయాన్ని విద్యార్థులు గమనించవలసిందిగా కోరడమైనది.

1931 సంవత్సరం మార్చి 15 వ తారీఖున 30 వ సంవత్సరపు తిరిగి జమీందారును గురించి తీసివేయబడిన అప్పీలు వచ్చినది. ఆ సందర్భంలో కలెక్టర్ ఆఫీసులో వివిధ పార్టీలు మొదలగువారు ఎలక్షన్ కమిషనర్ ముందు హాజరైనారు. ఎలక్షన్ కమిషనర్ వారు తీర్పు చెప్పుటకు ముందు 7-12-30 వ తారీఖున సంబంధిత అధికారులకు ఆజ్ఞాపత్రం వ్రాసినారు. ఆ ఆజ్ఞాపత్రం 13-6-31 వ తారీఖున సంబంధిత అధికారులకు అందినది. ఆ ఆజ్ఞాపత్రం ప్రకారం ఓటర్ల జాబితాలో పేరు నమోదు చేయుటకు ఒక్కొక్కరి నుండి 25/- రూపాయిలు వసూలు చేయుటకు ఏర్పాట్లు చేసినారు. ఆ ఏర్పాట్లు ప్రకారం ఓటర్ల జాబితాలో పేరు నమోదు చేయుటకు 21-6-31 వ తారీఖున ఆఖరు తారీఖు నిర్ణయించినారు. ఆ తారీఖు వరకు ఓటర్ల జాబితాలో పేరు నమోదు చేయుటకు 4-7-31 వ తారీఖున తిరిగి ఒక అవకాశం ఇచ్చినారు. ఆ అవకాశం ప్రకారం ఓటర్ల జాబితాలో పేరు నమోదు చేయుటకు ఆఖరు తారీఖు 4-7-31 వ తారీఖు అని నిర్ణయించినారు. ఆ తారీఖు వరకు ఓటర్ల జాబితాలో పేరు నమోదు చేయుటకు ఒక్కొక్కరి నుండి 5/- రూపాయిలు వసూలు చేయుటకు ఏర్పాట్లు చేసినారు. ఆ ఏర్పాట్లు

ధరఖాస్తు చేసిన వారు 500/- రూపాయలు అనామత్తు చెల్లించవలెను లేకపోతే ఆ దరఖాస్తు పరిశీలించబడదు. ఈ విధంగా అనామత్తు 500/- రూపాయలు చెల్లించిన వారికి ఆ దరఖాస్తు పరిశీలించిన 15 దినములలోగా ఎంపిక అయిన వారికి నిర్ణయించిన తేదీ మరియు సమయమును తెలియజేస్తూ రిజిస్టర్డ్ పోస్టు ద్వారా తెలియజేయబడును. ఎంపిక కాబడని వారికి ఆ విషయమును తెలియజేస్తూ వారు చెల్లించిన అనామత్తు సొమ్మును వారికి తిరిగి చెల్లించడం జరుగును. ఎంపిక కాబడిన వారు నిర్ణయించిన తేదీ మరియు సమయమునకు హాజరు కాకపోయినట్లయితే వారు చెల్లించిన అనామత్తు సొమ్మును జప్తు చేయడం జరుగును. ఎంపిక కాబడిన వారు ఆ ఉద్యోగమును అంగీకరించిన తరువాత ఆ ఉద్యోగమును వదిలి వేసినట్లయితే వారు చెల్లించిన అనామత్తు సొమ్మును జప్తు చేయడం జరుగును.

"Copy"

For Muzrai Commissioner

M. C. 13]

No 248/31-32
Fin file

OFFICE OF THE MUZRAI COMMISSIONER
IN MYSORE,

Bangalore, 1761 ... 1932

GENL & REV. SECRETT.
984
9 FEB. 1932
MYSORE.

18
Mly 75-31-4.

FROM

S. P. RAJAGOPALACHARI, ESQ, B.A., B.L.,
Muzrai Commissioner in Mysore.

To Rajasevasakta, Diwan
Sir Mirza Ismail, Kt., B.A., B.L.,
Secretary to Government of His Highness
the Maharaja of Mysore,
Financial Department.

Lease of lands at Thandya, Kadur to Sri Prasanna Sarada temple - Re-granted.

SIR,

In continuation of this office letter No.248/31-32 dated 28th December 1931 on the above subject, I have the honor to forward herewith copy of Mysore Deputy Commissioner's letter C.M.95/31 dated 8th January 1932 and -- to state that the Public Prosecutor, Mysore Division, ----- considers that the negotiations between the Government and Mr. Venkatachar Jois fell short of an agreement, as the offer and acceptance made on 13th June 1931 were only qualified. In this view, he considers that it does not seem possible to hold Mr. Venkatanarasimha Jois liable for breach of contract and consequent loss and damage sustained by the institution. A copy of the detailed note dated 31st December 1931 furnished by the Public Prosecutor is enclosed in the records.

2. As regards the resale of the lease right in the lands directed in your letter dated 22nd October 1931, the Deputy Commissioner reports that he has instructed the Sub Division Officer, Nanjangud to sell the lease of the lands by public auction after due notice to Mr. Venkatachar Jois, so as to enable him to bid in the sale.

3. The connected records accompany.

I have the honor to be,

Sir,

Your most obedient servant,

Rajagopal

Muzrai Commissioner.

Letter No. .95/51 dated 8th January 1932 from the Deputy Commissioner Mysore District to the Inspector General of Forests and Commissioner Mysore.

Lease of land at Thandva, endowed to Sri Srikanteswaraswamy temple - Nanjangud.

With reference to your - No. 243/31-32 dated 15-11-1931 and in continuation of - letter No."95/31 dated 3-12-31 regarding the lease of the tank bed at Thandava belonging to the Sri Srikanteswaraswamy temple at Nanjangud, I have the honor to state that the Public Prosecutor, Mysore Division, has opined that the offer and acceptance made on 13-6-1931 being qualified could not be a contract. A copy of the note furnished by him is enclosed for perusal.

2. Mr. Venkatarathi Jois has again represented to me that he is willing to take up the lease at a reduced rental of Rs.300/- per annum from 1931-32 provided the bahavar of the villagers is stopped and the lands put in his possession. As Government have cancelled the previous lease and directed the tank bed to be leased out afresh, I have instructed the Sub Division Officer, Nanjangud, to sell the lease of the lands by public auction after due notice to Mr. Venkatarathi Jois of the date of sale so as to enable him to bid in the sale, if likes.

3. The connected file of vernacular papers is retransmitted herewith.

"Copy"

For Inspector General of Forests.

Appendix F G—1]

SUBJECT .....

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Section Jud

File No. 75-31

Serial No. 5

Public Prosecutor's D.O.C. dt 31-12-32 and on 26-1-32

Diary No. of letter replied to 40 C.C.

No. 1301/Leg/Jud/1931

To

The

Secretary

General and Revenue Secretariat

( )

the *193* .

Sir,

Date of issue 19.3.32

I am directed to return herewith the file of papers received with your letter No 248 of 31-32 dt 18/2/32 in the matter of the lease of lands at Thandya endowed with Sri Subramaniaswami temple at Nanjangud

Signed by [illegible]

List of enclosures .....

I have etc

17/3/32

Copied by .....

For Secretary to Govt

Judicial

Examined by .....

19/3

WD 71—GBPM—40,000—20-7-31